

ARIZONA DEPARTMENT OF TRANSPORTATION
MVD/Title and Registration, Driver License Partnership

Third Party Authorization Agreement Amendment

Name of Applicant: Jan Kortsen Insurance LLC.

Doing Business As: MVP

Business Address: 132 A. W. Maley
Willcox, AZ 85643

Mailing Address: Same as Above

The Arizona Department of Transportation/Motor Vehicle Division (ADOT/MVD) and Jan Kortsen Insurance, Inc. DBA MVP (hereinafter referred to as “the Company”) hereby agree that this document amends and/or supplements the Third Party Authorization Agreement between the parties dated _____. Both parties further agree that the changes reflected in this Amendment are intended to affect only specific portions of their prior Agreement, and except as expressly modified or supplemented by this Amendment, the terms and conditions of the Third Party Authorization Agreement shall remain in full force and effect.

Section 9.0, “Non-Discrimination” has been revised as follows:

9.0 NON-DISCRIMINATION

9.1 The Company shall comply with all applicable Federal, State and local laws regarding discrimination, including those set forth in this Agreement.

9.2 Title VI of the Civil Rights Act of 1964

The Company and its officers, principals, employees and contractors shall fully comply with Title VI of the Civil Rights Act of 1964 (“Title VI”), and all Federal and State statutes, executive orders and implementing regulations relating to nondiscrimination in providing any service or performing any activity authorized under this Agreement.

A. The Company, while offering, providing or advertising services or performing an activity under this Agreement, **shall not:**

- 1) Discriminate on the basis of race, color, national origin, age, sex, or disability;
- 2) Deny individuals or groups any service or benefit of the functions that the Company has undertaken to perform under this Agreement;
- 3) Exclude individuals or groups from participation in or receipt of any of the services that the Company has undertaken to perform under this Agreement;

- 4) Provide services or benefits to individuals or groups in a manner or with accessibility inferior to those provided to other persons;
 - 5) Segregate or disparately treat individuals or groups in any manner related to the receipt or availability of, or the fee charged for, any service, function or benefit that the Company has undertaken to perform under this Agreement.
- B. The Company, while offering, providing or advertising services or performing an activity under this Agreement, **shall**:
- 1) Take reasonable steps to ensure that Limited English Proficient (non-English speaking) customers have meaningful access to the services or activities performed under this Agreement by providing the Company's services in languages other than English at no additional cost to the customer;
 - 2) Provide public notification of its compliance with Title VI by displaying ADOT's Title VI "Notice to the Public" poster;
 - 3) Promptly report any customer complaints alleging discrimination to the ADOT Civil Rights office for processing and investigation, immediately upon receipt of such complaint(s);
 - 4) Provide access to its facilities, books, records, accounts, and other sources of information as may be determined or requested by ADOT to be pertinent, in order to ascertain compliance with Title VI;
 - 5) Inform and formally train all Company officers, principals, employees and contractors on the requirements to comply with Title VI.

9.3 Title II of the Americans with Disabilities Act of 1990

The Company and its officers, principals, employees and contractors shall fully comply with Title II of the Americans with Disabilities Act ("ADA") of 1990 (Title 28 Code of Federal Regulations, Part 35-Nondiscrimination On the Basis of Disability in State and Local Government Services), which states that a public entity, in providing any aid, benefit or service, may not, directly or through contractual, licensing, or other arrangements, discriminate on the basis of an individual's disability.

- A. In the course of providing services and/or performing any activity or function under this Agreement, the Company **shall not**:
- 1) Deny a qualified individual with a disability the opportunity to participate in, receive or benefit from the aid, benefit, or service being provided by the Company on behalf of ADOT or its Motor Vehicle Division;
 - 2) Provide to an individual with a disability any aid, instruction, guide, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain

the same benefit or level of service, or to reach the same level of achievement as that provided to other persons;

- 3) Impose a surcharge or charge an additional or higher fee of any kind to an individual with a disability or any group of individuals with disabilities to cover the costs of measures, such as the provision of auxiliary aids or program accessibility, that are required to provide that individual or group with the nondiscriminatory treatment required by the ADA;
 - 4) Limit an individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving the aid, benefit, or services being provided by the Company on behalf of ADOT or its Motor Vehicle Division;
 - 5) Discriminate against any individual because that individual has opposed any act or practice made unlawful by Title II of the American with Disabilities Act of 1990, or because that individual made a complaint, charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the ADA;
 - 6) Coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of any right granted or protected by the ADA.
- B. In the course of providing services and/or performing any activity or function under this Agreement, the Company **shall**:
- 1) Afford individuals with disabilities an opportunity to participate in or benefit from the aid, benefit, instruction or services being provided by the Company on behalf of ADOT or its Motor Vehicle Division;
 - 2) Make reasonable modifications in its policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability;
 - 3) Make each of its existing facilities accessible to and usable by individuals with disabilities;
 - 4) Maintain in operable working condition those features of its facilities and equipment that are required for the Company's services to be readily accessible to and usable by persons with disabilities;
 - 5) Furnish appropriate auxiliary aids and services where necessary to afford to individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by the Company on behalf of ADOT or its Motor Vehicle Division;
 - 6) Provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to the nearest location at which they can obtain information about accessible facilities. The international symbol for accessibility shall be used at each accessible entrance of a the Company's facilities;

- 7) Provide parking spaces for disabled customers at the Company's place of business in compliance with applicable city or county ordinances, or federal and state laws governing requirements for accessible parking;
- 8) Promptly report any customer complaints alleging discrimination or the failure to timely or appropriately provide reasonable accommodation(s) for persons with disabilities to the ADOT Civil Rights office for processing and investigation of the complaint, immediately upon receipt of such complaint(s);
- 9) Promptly provide access to its facilities, books, records, accounts, and other sources of information as may be determined or requested by ADOT to be pertinent, to ascertain compliance with the ADA;
- 10) Provide public notification of its compliance with the ADA by displaying ADOT's ADA "Notice to the Public" poster as soon as such poster is available and disseminated to the Company by ADOT;
- 11) Inform and formally train all Company officers, principals, employees and contractors on the requirements to comply with the ADA.

Agreed to this _____ day of _____ 20 _____

MOTOR VEHICLE DIVISION

Company
COMPANY NAME

Signature

Robert J. Smith

Printed Name

Program Manager

Title

Effective Date

Signature

Printed Name

Title

Date